

**SERIAL 06009 RFP CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION
REPORTS (CAPERs)**

DATE OF LAST REVISION: August 01, 2006 CONTRACT END DATE: April 30, 2011

CONTRACT PERIOD THROUGH APRIL 30, 2011

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION
REPORTS (CAPERs)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 20, 2006 (Eff. 05/18/06)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DL/mm
Attach

Copy to: Clerk of the Board
Renee Ayres-Benavidez, Community Development
Mirheta Muslic, Materials Management



CONTRACT PURSUANT TO RFP

This Contract is entered into this 17th day of May, 2006 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Work Groups by Design, an Arizona company ("Contractor") for the delivery of Consolidated Annual Performance and Evaluation Reports.

1.0 TERM

- 1.1 This Contract is for a term of five (5) years, beginning on the 18th day of May, 2006 and ending the 30th day of April, 2011.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of one (1) year. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.
- 2.3 During the first term of the Contract, Contractor may submit invoices for thirty percent each, for delivery of templates, draft documents and final documents upon County acceptance of the documents. The remaining ten percent may be invoiced on or about October 30th, 2006.
- 2.4 During subsequent terms, Contractor may submit invoices for forty-five percent each, for delivery of draft documents and final documents upon County acceptance of the documents. The remaining ten percent may be invoiced on or about October 30th of each year.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in Exhibit "B."
- 3.2 The Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or as otherwise directed in writing.
- 3.3 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

4.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

4.2.1 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.2.2 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

4.2.3 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

4.2.4 Certificates of Insurance.

4.2.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.2.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Paul F. Ludwick
Director
Workgroups by Design
PMB 789
3370 North Hayden Road #123
Scottsdale, Arizona 85251-6632
Telephone: 480-838-5863
Facsimile: 480-481-0175
Email: pfludwick@aol.com

4.4 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

4.5 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.6 TERMINATION FOR DEFAULT:

4.6.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

4.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

4.6.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

4.6.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.8 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.9 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.10 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.11 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.12 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.14 ALTERNATIVE DISPUTE RESOLUTION:

4.14.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.14.1.1 Render a decision;

4.14.1.2 Notify the parties that the exhibits are available for retrieval; and

4.14.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.14.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.14.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.15 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.16 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.17 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.18 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

4.19 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract.

4.19.1 Exhibit A, Pricing.

4.19.2 Exhibit B, Scope of Work

4.19.3 Exhibit C, IDIS Reports.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE

**EXHIBIT A
PRICING**

SERIAL 06009-RFP

PRICING SHEET: P089516/NIGP 91863

BLANKET ORDER: B0700192

RESPONDENT NAME: Work Groups by Design
 VENDOR #: W000007039 X
 RESPONDENT ADDRESS: 1550 North Stapely Drive #31, Mesa AZ 85251
 P.O. ADDRESS: PMB 789 3370 North Hayden Road #123, Scottsdale, Arizona 85251
 RESPONDENT PHONE #: 480.838.5863
 RESPONDENT FAX #: 480.481.0175
 COMPANY WEB SITE: www.workgroupsbydesign.com
 COMPANY CONTACT (REP): Paul F. Ludwick
 E-MAIL ADDRESS (REP): pfludwick@aol.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

ACCEPT PROCUREMENT CARD: NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
 (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: NO

RESPONDENT MUST INITIAL THE SELECTION BELOW.

NET 10	_____
NET 15	<u> X </u>
NET 20	_____
NET 30	_____
NET 45	_____
NET 60	_____
NET 90	_____
2% 10 DAYS NET 30	_____
1% 10 DAYS NET 30	_____
2% 30 DAYS NET 31	_____
1% 30 DAYS NET 31	_____
5% 30 DAYS NET 31	_____

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: 0%

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

_____ NEWSPAPER ADVERTISEMENT
 _____ MARICOPA COUNTY WEB SITE
 X PRE-SOLICITATION CARD
 _____ E-MAIL
 _____ OTHER (PLEASE SPECIFY)

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1.1 2006 Maricopa HOME Consortium/Urban County CAPERs	<u>\$14,400.00</u>
1.2 2007 Maricopa HOME Consortium/Urban County CAPERs	<u>\$11,015.00</u>

1.3 2008 Maricopa HOME ConsortiumUrban County CAPERs	<u>\$11,129.00</u>
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1.4 2009 Maricopa HOME Consortium/Urban County CAPERs	<u>\$11,271.00</u>
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1.5 2010 Maricopa HOME Consortium/Urban County CAPERs	<u>\$11,413.00</u>
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TOTAL LUMP SUM PRICE	\$59,228.00	<u> </u>
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Work Groups by Design

EXHIBIT B

SCOPE OF WORK

1.1 BACKGROUND:

- 1.1.1 The Maricopa HOME Consortium consists of the cities/towns of Chandler, Gilbert, Glendale, Mesa, Peoria, Scottsdale and Tempe, as well as the Maricopa Urban County, but excludes the City of Phoenix. In Fiscal Year 2006/2007, the cities of Avondale and Surprise will also become members of the Consortium. The Maricopa Urban County consists of 11 incorporated cities and town as well as the unincorporated areas of the County. The Consortium has prepared a Five-Year Consolidated Plan for Fiscal Year 2005 thru 2009 (CP), and will prepare Annual Action Plans (AP) for housing and homeless programs for each year of the CP. Maricopa Urban County has prepared a separate non-housing Five-Year CP and will prepare separate Annual Action Plans.
- 2.1.2 The Integrated Disbursement and Information System (IDIS) has been used to report program year accomplishments. There are also several non-IDIS reports and narrative statements that are required and will be prepared by the resultant Contractor, with Department support.

1.2 CONTRACTOR RESPONSIBILITIES:

- 2.2.1 Contractor shall provide all labor, materials, transportation, facilities and manpower to provide services described by this solicitation.
- 2.2.2 Contractor shall be familiar with the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), American Dream Downpayment Initiative (ADDI) and Emergency Shelter Grant (ESG), 24 CFR, Parts 91, 92, 570, as well as the IDIS and ArcView software. Contractor shall also be familiar with the HUD CPMP reporting tool and use it to complete the CAPERs as appropriate.
- 2.2.3 Contractor shall complete the CAPERs in accordance with CFR Part 91 and related directives from Housing and Urban Development (HUD) titled Consolidated Annual Performance and Evaluation Reporting for Entitlement Grantees.
- 2.2.4 Contractor shall acknowledge both CAPERs shall cover the period from July 1st through June 30th of each year over the five (5) year term.
- 2.2.5 Annual Maricopa HOME Consortium CAPER

Contractor shall provide narrative statements concerning the Maricopa County HOME Consortium CAPERs (housing and homeless activities), addressing the following: (IDIS Reports for use with these statements are listed in Exhibit 3)

 - 2.2.5.1 Assessment of Progress Toward CP Goals. This section shall describe progress toward housing and homeless goals using all resources available to the Consortium. CDGB activities will be reported here if they are used for homeless or housing goals.
 - 2.2.5.2 Actions taken to affirmatively further fair housing including actions taken to overcome the effects of impediments identified in the Analysis of Impediments to Fair Housing (AIFH).
 - 2.2.5.3 Affordable Housing. Progress toward goals, by tenure and income group, for the reporting period. [24 CFR 91.520(b)].
 - 2.2.5.4 Continuum of Care Narrative. This shall contain actions taken during the year to address the needs of homeless persons and actions taken to develop and implement a Continuum of Care Strategy. [24 CFR 91.320(e)].

- 2.2.5.5 Other Actions. Include other actions in the CP and Annual Action Plans including actions to: address obstacles to meeting underserved needs; foster and maintain affordable housing; eliminate barriers to affordable housing; overcome gaps in institutional structure and enhance coordination; improve public housing and resident initiatives; evaluate and reduce lead-based paint hazards; ensure compliance with program and planning compliance; and reduce the number of persons living below the poverty level. [24 CFR 91.215, 91.220 and 91.230]
 - 2.2.5.6 Leveraging Resources. Describe the process to obtain “other” public and private resources; how HUB resources leveraged other funds and how matching requirements were satisfied.
 - 2.2.5.7 Citizen Comments. Provide a summary of comments received from citizens.
 - 2.2.5.8 Self-Evaluation. This is designed to move beyond outputs to measurable results. Describe how these programs are making a measurable impact on the communities.
 - 2.2.5.9 An analysis of the extent to which funds were distributed among different categories of housing needs.
 - 2.2.5.10 A report on match contributions using a separate HOME match report. [HUD Form 40107-A]
 - 2.2.5.11 Part III of HUD Form 40107 to report contracts and subcontracts with Minority and Women-owned Business Enterprises (M/WBE).
 - 2.2.5.12 Results of on-site inspections of affordable rental housing assisted under HOME and an assessment of the HOME jurisdiction’s affirmative marketing actions and outreach to M/WBE’s.
 - 2.2.5.13 Other disclosures as may be required by County or HUD upon request.
- 2.2.6 Annual Maricopa Urban County CAPERs.
- Contractor shall provide narrative statements concerning the Maricopa Urban County CAPERs (non-housing community development activities), addressing the following: (IDIS Reports for use with these statements are listed in Exhibit 3)
- 2.2.6.1 Assessing the relationship of the use of CDBG funds to the priorities, goals and specific objectives in the CP, including distribution among categories of housing needs identified in the CP.
 - 2.2.6.2 Actions taken to affirmatively further fair housing including actions taken to overcome the effects of impediments identified in the AIFH.
 - 2.2.6.3 Nature and reasons for any change in program objectives.
 - 2.2.6.4 Assessing efforts in carrying out activities described in the Annual Action Plan and the CP.
 - 2.2.6.5 Explanation if the grantee did not address national objectives.
 - 2.2.6.6 Actions that describe steps to minimize displacement, and, if displacement did occur, a narrative of how the process was conducted in compliance with the Uniform Relocation Act.
 - 2.2.6.7 Narrative explaining how economic development activities were carried out.

- 2.2.6.8 For limited clientele activities, a narrative description as to how the nature, location or other information demonstrates those activities benefited a limited clientele of at least 51% low/moderate income.
- 2.2.6.9 Narrative information regarding program income in accordance with provisions of CDBG Handbook No. 6510.2, REV-2, Pages 3-8 and 3-9 and Exhibit 3b.
- 2.2.6.10 Leveraging Resources. Describe the process to obtain “other” public and private resources; how HUD resources leveraged other funds.
- 2.2.6.11 Citizen Comments. Provide a summary of comments received from citizens.
- 2.2.6.12 Self-Evaluation. This is designed to move beyond outputs to measurable results. Describe how these programs are making a measurable impact on the communities
- 2.2.6.13 Narrative information addressing the extent to which activities supported with ESG addressed homeless goals and objectives in the CP and the Continuum of Care Plan.
- 2.2.6.14 A description of the sources and amounts of funds used to meet the match requirements of ESG. (The County and Mesa receive ESG.)
- 2.2.6.15 Other disclosures as may be required by County or HUD upon request.
- 2.2.7 Contractor shall design and implement a data collection system. In many cases, data for narratives will need to be collected from urban County cities/town, Consortium cities/towns and other County departments. Contractor shall design and implement a system/process to do so in time to assemble the final documents. The data collection system shall be used throughout the term of this Contract.
- 2.2.8 The CAPERs shall be prepared and submitted according to HUD requirements and the Consortium Citizen Participation Plan.
- 2.2.9 Contractor shall generate maps describing geographic distribution of funding, location of specific projects, areas of low/mod income concentration, and areas of minority concentration, as well as any other maps that may be required.
- 2.2.10 Contractor shall provide computer disks/CD’s and hard copies of the Maricopa HOME Consortium CAPERs to each member of the Consortium. Contractor shall also provide one (1) computer disk/CD and hard copy for the urban county CAPERs to the County. Software used by Contractor shall be compatible with existing Maricopa County systems. In addition, four (4) hard copies of each CAPER shall be furnished for submission to HUD.
- 2.3 **DELIVERY:**

It shall be the Contractor’s responsibility to meet delivery/schedule requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

 - 2.3.1 Final format and content for CAPERs shall be set no later than July 31st of each year.
 - 2.3.2 The CAPERs shall be completed in acceptable draft form and delivered to County for review / comment no later than September 1st of each year.
 - 2.3.3 The CAPERs shall be completed in final form and delivered to County for submission to HUD prior to September 30th of each year.
- 2.4 **ACCEPTANCE:**

Contractor performance and CAPERs shall be deemed acceptable by the County when HUD deems the documents to be complete and acceptable.

2.5 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

**ATTACHMENT 1
IDIS REPORTS**

The following reports are for both the Continuum of Care Plan and the Five-Year Consolidated Plans as appropriate.

1. Financial Summary
2. *Summary of Accomplishments Report (CO4PR23)
3. *Consolidated Annual Performance and Evaluation Report (CO4PRO6)
4. Status of HOME grants (CO4PR27)
5. HOME Match Report
6. Status of HOME Activities (CO4PR22)
7. Status of CHDO Funds (CO4PR25)
8. *CDBG Financial Summary Report (For the County)
9. *CDBG Summary of Activities (4PR03)
10. CDBG Rehabilitation Activities (4PR10)
11. ESG Program for Grantee Statistics (4PR19)
12. ESG Activity Summary Report (CO4PR20)
13. ESG Financial Summary (CO4PR12)
14. HOPWA Reporting (As Required)
15. Federal Entitlement Grant Funding (4PR01)
16. List of Activities (COPRO2)
17. Grantee Summary Activity Report (CO4PR08)
18. Drawdown Voucher Report (CO4PR07)
19. Any other IDIS and non-IDIS reports as required.

Those reports with an asterisk (*) must be reported to citizens.

WORK GROUPS BY DESIGN, PMB 789, 3370 N HAYDEN ROAD #123, SCOTTSDALE, AZ 85251-6632

PRICING SHEET: P089516/NIGP 91863/ B0700192

Terms:	NET 15
Vendor Number:	W000007039 X
Telephone Number:	480/838-5863
Fax Number:	480/481-0175
Contact Person:	Paul Ludwick
E-mail Address:	pfludwick@aol.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending April 30, 2011.